

# EXHIBIT A

**In the Matter Of:**

In re: Daniel's Law Compliance Litigation

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**MATTHEW WILLIAM ADKISSON**

*July 30, 2024*

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*30(b)(6), Confidential*



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1 A. Sorry. Could you repeat the question.

2 Q. Sure. The assignors in this case share  
3 in the recovery of any settlement or judgment  
4 related to an action to enforce the Daniel's Law  
5 rights; correct?

6 A. When you refer to this case, we have  
7 many different lawsuits, but in general our terms  
8 of service with a covered person in an instance  
9 like you are referring to, I think, would govern a  
10 contractual relationship that we have with them  
11 such that after the assignment was made, to the  
12 extent we collected a damage award, we would remit  
13 part of that award to the covered person.

14 Q. Okay. And that would be 65 percent of  
15 any net recovery, correct, under your service  
16 terms?

17 A. I believe that's correct, yes.

18 Q. Okay. And in terms of funding, paying  
19 counsel, because it's a net 65 percent, the  
20 assignors are paying the legal fees; correct?

21 A. I would not agree with that, no.

22 Q. Okay. Why don't you agree with that?

23 A. You are asking me if the assignors are  
24 paying the legal fees?

25 Q. Correct.

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1 A. That's not correct.

2 Q. Okay. Who is paying the legal fees?

3 A. My understanding of the flow of legal  
4 fees is that some of the fees might be paid by  
5 Atlas, other legal fees would -- and I'm not a  
6 lawyer here, so I am speaking to it as a lay  
7 person. Other legal fees would be included in a  
8 contingency-type arrangement where if there were  
9 successful financial recovery in a case, the firms  
10 participating on that case would be eligible for  
11 mechanisms by which to recoup some of their  
12 expenditures and fees.

13 Q. Any other understanding with regard to  
14 legal fees?

15 A. I'm not sure what you mean by legal  
16 fees. It could be an expansive definition in the  
17 legal world, so you as a lawyer -- I'm not -- I'm  
18 not -- maybe it would help if you could define  
19 exactly everything that would be encompassed  
20 within legal fees.

21 Q. Well, you said some fees are paid by  
22 Atlas, correct, that was your testimony?

23 A. Yes.

24 Q. Okay. What legal fees are paid by  
25 Atlas?

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1 by covered persons to pursue legal action either  
2 individually, collectively or as class members?

3 A. So if you are asking does Atlas get  
4 involved in discussions by covered persons who  
5 wish to take their own action of whatever type  
6 might be available to them? Generally speaking,  
7 no, that's not something that we would consider  
8 part of our ordinary course of activities.

9 Q. Does Atlas have any preference as to  
10 whether covered persons proceeding under little  
11 (i) participate individually, collectively or as  
12 class members in legal actions?

13 MR. LEE: Outside the scope.

14 A. Our primary objective, as I mentioned,  
15 is to see that the promises of Daniel's Law are  
16 manifest in the real world and that these  
17 individuals who are at risk and in many cases have  
18 gone through, as I have -- as I have referred to a  
19 few times, pretty serious incidents of threats,  
20 violence, death threats, swatting, things like  
21 this, that they have the tools available to them  
22 that the legislature made available to them that  
23 they can use to protect themselves and their  
24 families. That's one of the first principles that  
25 we go back to. So with our -- with that as the

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1 north star, wanting to make Daniel's Law work,  
2 make it effective, help people protect themselves,  
3 downstream of that the answer to your question  
4 would be no, I don't think we have any particular  
5 preference as to how that is achieved as long as  
6 it is achieved and that that ultimately becomes  
7 the end state, that there is a law that's followed  
8 and complied with and respected and that these  
9 individuals can benefit from the privacy,  
10 security, safety protections that followed the  
11 murder of the judge's son.

12 Q. Is it fair to say then, sir, that  
13 ultimately the decision how to proceed under this  
14 section is up to each individual covered person,  
15 in your view?

16 MR. LEE: Before or after assignment?

17 Q. In this particular section, little (i),  
18 the non-assigned.

19 A. So you are asking me -- sorry. Would  
20 you mind restating that.

21 Q. Sure. Is it fair to say that persons  
22 preceding under this little (i) section, it's  
23 ultimately up to each one of those individual  
24 covered persons whether they want to pursue action  
25 individually, collectively or in a class?

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1 Q. I was going to ask you if it was in the  
2 ballpark. Okay.

3 Why were all of those ballpark 19,000  
4 assigned claims included in my lawsuit, why didn't  
5 you pick a smaller number, for example, to  
6 aggregate?

7 MR. LEE: Calls for a legal conclusion.  
8 Calls for speculation. Outside the scope.

9 A. Our goal is to effectuate compliance  
10 with the law. I don't know why we would  
11 selectively have chosen a smaller number of  
12 individuals who -- to send assignment  
13 confirmations to. Our goal is to make the law  
14 work and make it effective, and the litigation  
15 reflects that and you see that there is uniformity  
16 across the different cases that we filed.

17 Q. But Atlas has the discretion, to use  
18 the words in your terms of service, to make that  
19 determination as to how many claims to aggregate;  
20 correct?

21 A. You keep using the word "aggregation."  
22 I --

23 Q. You used the word.

24 MR. LEE: Excuse me. Come on. You are  
25 a professional. Please let the witness

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1 answer and then you can ask whatever you  
2 want.

3 A. You keep using the word "aggregation."  
4 I might use it in response to you. I'm not sure  
5 how you are using it in each case what it means to  
6 you as a lawyer, so I am using it in that lay  
7 definition of what you might find in Webster's  
8 Dictionary on the first line, just, you know, sort  
9 of bundling something up, so I just want to point  
10 that out. Would you mind asking the question  
11 again.

12 Q. Sure. I just wanted to know if Atlas  
13 has the discretion to make that determination.

14 A. Well, we decide -- it's our  
15 responsibility to send assignment confirmations,  
16 and so ultimately we are the ones who decide who  
17 to send them to and how many to send.

18 Q. And you could have decided any number  
19 up from 1 to all 19 some-odd thousand; correct?

20 A. Again, our goal is to maximize  
21 compliance under the law and I don't know how --  
22 it's not clear to me how selectively prosecuting  
23 or selectively taking a smaller group of folks  
24 would have achieved that. If you are asking in  
25 your specific case and I don't -- this is not



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1 directed at you, but -- personally obviously, but  
2 The Lifetime Value Companies is an egregious  
3 disclosure -- discloser of our covered persons'  
4 personal information, they continue to disclose  
5 information even today of covered persons, and so  
6 they are a good example of why we felt the need to  
7 do everything we could to increase the chances  
8 that compliance would be achieved and the law  
9 would be respected, and to me including more --  
10 including, you know, more -- more in that action  
11 is more effective than including less, so that's  
12 how I would look at that.

13 Q. Did Atlas consider filing separate  
14 civil actions for each covered person whose claims  
15 it says was assigned to Atlas?

16 MR. LEE: Improper hypothetical.

17 Hold on.

18 Improper hypothetical. Calls for  
19 speculation. Calls for a legal conclusion.  
20 Litigation strategy.

21 A. I think it would go into areas of  
22 privileged discussions that we might or might not  
23 have had with counsel that would be privileged.

24 Q. Let me ask you this: Under your terms  
25 of service, Atlas could have pursued each assigned

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1 facts and circumstances at issue in any particular  
2 case.

3 Q. By the way, if a particular lawsuit,  
4 let's just say the one against my client, were not  
5 to be able to be resolved, goes all the way to  
6 trial, does Atlas expect to have 19,000 some-odd  
7 separate trials against Lifetime Value or just one  
8 trial?

9 MR. LEE: Calls for a legal conclusion.  
10 Speculation. Lack of foundation. Outside  
11 the scope.

12 A. I'm not a lawyer. I can't speak to  
13 litigation strategy. I wouldn't be able to answer  
14 that question. I can tell you on a personal level  
15 I hope we don't have to go to court 19,000 times,  
16 but I can't answer that question.

17 Q. Is Atlas' preference to go to trial one  
18 time, if necessary?

19 A. As I've said, our preference is to --  
20 is to get folks to follow the law, to hopefully,  
21 among other things, help data brokers, some of the  
22 clients you all represent, understand the very  
23 real threats that these individuals face, the need  
24 to, again, follow the law, which is the law of the  
25 land, but the need to follow the law and protect

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1 these individuals, help them, you know, honor  
2 their rights, honor their requests, and that being  
3 our -- one of our guiding principles, downstream  
4 of that we defer to -- obviously we have great  
5 outside counsel that we engage with discussions,  
6 we engage with them on discussions of litigation  
7 strategy, but I can tell you that the outcome --  
8 Atlas' desired outcome is simply to get -- to  
9 achieve compliance with law, to get data brokers  
10 and other companies to follow the law and to  
11 respect the law.

12 Q. Why does Atlas use assignment  
13 confirmations to trigger assignments rather than  
14 simply tell covered persons that they can ask for  
15 an assignment at the time of their choosing?

16 A. The mechanism by which assignment  
17 confirmations are provided is laid out in the  
18 terms of service -- what is this -- Exhibit 4 in  
19 front of me, and this document -- my understanding  
20 is this document governs the contractual  
21 relationship that we have with those covered  
22 persons who sign up for our services and then  
23 utilize those services, and this -- this terms of  
24 service provides for us to send an assignment  
25 confirmation, and upon the sending of that

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1 assignment confirmation, for that claim to be  
2 assigned.

3 Q. I understand that. I am just asking  
4 you why you chose that method as opposed to a  
5 different method where the covered person could  
6 just decide themselves to assign the claim to you?

7 MR. LEE: Objection. Improper  
8 hypothetical. Vague. I don't understand the  
9 question.

10 A. I'm not sure I entirely do either.  
11 Again, generally speaking, our goal is  
12 compliance -- to encourage compliance with the  
13 law. Specifically we get into discussions we  
14 might have had around litigation strategy, I'm not  
15 sure, but those areas would be privileged.

16 Q. If your goal is to ensure compliance  
17 with the law, do you think the covered persons  
18 share those goals?

19 MR. LEE: Calls for speculation.

20 Answer if you can.

21 A. I can't speak for all covered persons,  
22 but I can tell you having spent many hundreds and  
23 hundreds of hours with these -- some of these  
24 individuals in New Jersey, as I mentioned earlier,  
25 often in the context of very serious threats that

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1 Q. You were asked some questions about  
2 your former co-founders of Atlas. Do you remember  
3 that?

4 A. I remember being asked about them, yes.

5 Q. Are you aware of any discussions with  
6 them by you or anyone at Atlas about subject  
7 matter jurisdiction or CAFA before these lawsuits  
8 were filed?

9 MR. KIMREY: Objection. Vague.

10 A. We never discussed subject matter  
11 jurisdiction or CAFA. I'm not aware of them  
12 having those conversations with anyone else.

13 Q. You were asked some questions about  
14 Atlas members. Do you remember those questions?

15 A. As a topic, yes.

16 Q. Are you aware of any discussions with  
17 them by you or anyone at Atlas about subject  
18 matter jurisdiction or CAFA before these lawsuits  
19 were filed?

20 MR. KIMREY: Objection. Vague.

21 A. No, I am not.

22 Q. You were asked questions about the PBA  
23 Local 105 and the State Troopers Fraternal  
24 Association. Do you remember that?

25 A. I do.

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1 Q. Are you aware of any discussions with  
2 them by you or anyone at Atlas about subject  
3 matter jurisdiction or CAFA before these lawsuits  
4 were filed?

5 MR. KIMREY: Objection. Vague.

6 A. No, I am not.

7 Q. You were asked questions about  
8 co-founders or other partners of other companies  
9 you have been a part of. Do you remember those  
10 questions?

11 A. I do.

12 Q. Are you aware of any discussions with  
13 them by you or anyone at Atlas about subject  
14 matter jurisdiction or CAFA before these lawsuits  
15 were filed?

16 MR. KIMREY: Same objection.

17 A. No.

18 Q. You were asked questions about  
19 employees or partners of Atlas. Do you remember  
20 those questions?

21 A. I do.

22 Q. Are you aware of any discussions with  
23 them by you or anyone at Atlas about subject  
24 matter jurisdiction or CAFA before these lawsuits  
25 were filed?

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1 MR. KIMREY: Objection. Vague.

2 A. No, I am not.

3 Q. Prior to the lawsuits being filed, did  
4 you know what subject matter jurisdiction is?

5 A. I did not.

6 Q. Prior to the lawsuits being filed, did  
7 you know what CAFA is?

8 A. I did not.

9 Q. Does Atlas care whether these cases,  
10 the 142 cases that we have been talking about, are  
11 in New Jersey federal court or state court?

12 A. We do not.

13 Q. And can you tell us, just in closing,  
14 what does Atlas do?

15 A. Someone had asked this question  
16 earlier, I forget who it was, and I think in my  
17 request for clarification they asked --

18 MR. KIMREY: Objection. Calls for a  
19 narrative. Beyond the scope.

20 A. -- what Atlas meant to me when it was  
21 incorporated, and I can tell you what Atlas means  
22 to me now. In two words I would say public  
23 service. I was asked about my personal  
24 background. My family's background is one of  
25 public service to the country. Both of my

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C E R T I F I C A T E

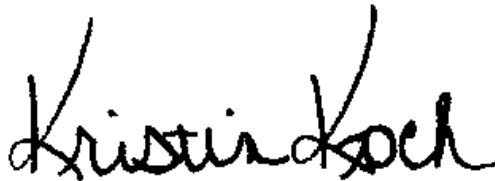
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NASSAU     )

I, KRISTIN KOCH, a Notary Public  
within and for the State of New York, do  
hereby certify:

That MATTHEW WILLIAM ADKISSON, the  
witness whose deposition is hereinbefore  
set forth, was duly sworn by me and that  
such deposition is a true record of the  
testimony given by such witness.

I further certify that I am not  
related to any of the parties to this  
action by blood or marriage; and that I am  
in no way interested in the outcome of this  
matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 5th day of August, 2024.



KRISTIN KOCH, RPR, RMR, CRR